

In Re:
Jonathan A Collins
and Sandra L Collins,

Debtors,

Case No. 03-37579

Chapter 13 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Teacher Federal Credit Union moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on September 22, 2004 at 9:30 AM o'clock, in Courtroom No. 228A, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than September 17, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than September 13, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on November 6, 2003. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2000 NISSAN XTERRA 4D 4WD SE (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtors are delinquent under the terms of the original contract with Movant and under the Chapter 13 Plan.
7. Movant gives notice that it may, if necessary, call Melissa Barglof-Johnson, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Teacher Federal Credit Union moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: August 26, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

80581 25

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

COLLINS JONATHAN ALBERT
COLLINS SANDRA LEE
3 CHICKADEE LN
NORTH OAKS MN 55127

80581 25

First Class
U.S. Postage
PAID
Permit No. 171
St. Paul, MN

*

CELLO

1ST SECURED PARTY

LIEN HOLDER

00 Year	NISS Make	4WXTR Model	W2590P136 Title NR.
5N1ED28Y4YC561582 VIN		08/01/02 Security Date	NO Rebuilt

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

TEACHER FEDERAL CU
6500 OLSON MEMORIAL HWY
MINNEAPOLIS MN 55427-4949

Exhibit "A"

Teacher Federal
Credit
Union6500 Olson Memorial Hwy.
Minneapolis, MN 55427-4999

Exhibit "B"

LOANLINER

NOTE AND DISCLOSURE STATEMENT

BORROWER NAME (Last - First - Middle Initial) AND ADDRESS (Street - City - State - Zip Code)

COLLINS SANDY L COLLINS JON A

CHICKADEE LN

NORTH OAKS, MN 55127

☒ FIXED
☐ VARIABLE
☒ NEW LOAN
☐ REFINANCE
DATE
8/1/2002ACCOUNT NUMBER
80581 - L5

NOTE NUMBER

CONTRACT NUMBER

REFERENCE NUMBER

MATURITY DATE

022-0256-3

8/5/2007

In this agreement "you" and "your" mean each person who signs this agreement. The "credit union" means the credit union whose name appears above and anyone to whom the credit union transfers its rights under this agreement. The terms on the following pages are part of this agreement. Boxes checked below apply to this agreement.

RUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Prepayment: If you pay off early you will not have to pay a penalty.
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all payments as scheduled.	
6.500%	\$3,509.00 e	\$20,050.00	\$23,559.00	e means an estimate

Variable Rate: The annual percentage rate may increase during the term of this transaction if: the Prime Rate Index increases. The index is the highest Prime Rate as published in the Money Rates Column in the Wall Street Journal on the last business day of each quarter. To determine the annual percentage rate that will apply we will add a margin of 0 % to the value of the index. The effective date on which the annual percentage rate will change is the first day of the next calendar quarter. The annual percentage rate will not increase more than once every quarter. Any increase in the annual percentage rate will take the form of more payments of the same amount until what you owe has been repaid. Example: If your loan was \$12,000 at 5.75% for 48 months (monthly payments of \$280.49) and the rate increased to 6.25% after twelve months, you would make one additional payment of \$82.95.

Our Payment Schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due	Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from the credit union you will pay \$ N/A
59	1	\$392.85	8/5/2002 and Monthly on the 5th thereafter	
		\$392.85	8/5/2007	

Security: Collateral securing other loans with the credit union will also secure this loan. You are giving a security interest in your shares and/or deposits in the credit union; and ☒ the goods/property being purchased; ☐ Other (Describe)

2000 NISSAN XTERRA V6 SE 4WD 5N1ED28Y4YC561582

Late Charge: \$15 on each loan payment received later than 15 days after its due date.

Required Deposit:	Filing Fees	Non-Filing Insurance
The Annual Percentage Rate does not take into account your required deposit, if any.	9.00	

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

ITEMIZATION OF THE AMOUNT FINANCED

ITEMIZATION OF AMOUNT FINANCED OF	\$20,050.00	AMOUNT GIVEN TO YOU DIRECTLY	\$3,787.17	AMOUNT PAID ON YOUR ACCOUNT	\$0.00	PREPAID FINANCE CHARGE	\$0.00
AMOUNT PAID TO OTHERS ON YOUR BEHALF	\$18,262.83	To FIRSTEL FEDERAL CREDIT UNION		To			
		To		To			
		To		To			
		To		To			
		To		To			

SIGNATURE: If you agree to make and be bound by the terms of this Note and Security Agreement sign below.

Any fax transmission of my signature may be held equally enforceable as my genuine original signature. If you are not a borrower but an owner of the collateral for this loan, sign below and check the box for "Owner of Collateral". By doing so you agree only to the terms of the Security Agreement.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Borrower 1	Owner of Collateral (other than a Borrower)	Date	Borrower 2	Owner of Collateral (other than a Borrower)	Date
<input checked="" type="checkbox"/> Sandy Collins (SEAL)		8/1/2002	<input checked="" type="checkbox"/> Jon Collins (SEAL)		8/1/2002
<input checked="" type="checkbox"/> (SEAL)			<input type="checkbox"/> Withers (SEAL)		
			<input checked="" type="checkbox"/> Birdine Stangland (SEAL)		8-1-02

Teacher Federal Credit Union

COLLINS, L SANDY

8/1/2002

NOTE AND SECURITY AGREEMENT

The following paragraph applies only if this is a variable rate loan: The initial rate of interest is **6.500 %**. Interest will be charged from the date of this loan until you have paid what you owe under this Agreement. The interest rate is subject to change as follows: The annual percentage rate may change during the term of this transaction if the Prime Rate index changes. The index is the highest Prime Rate as published in the Money Rates Column in the Wall Street Journal on the last business day of each quarter. To determine the annual percentage rate that will apply we will add a margin of **0 %** to the value of the index. The effective date on which the annual percentage rate will change is the first day of the next calendar quarter. The annual percentage rate will not change more than once every quarter. Any change in the annual percentage rate will take the form of more payments of the same amount until what you owe has been repaid. The minimum annual percentage rate is **0 %** and the maximum annual percentage rate is **18%**. Apart from this rate "floor" and "cap" there is no limit on the amount by which the rate may change.

Promise to Pay: You promise to pay **\$20,050.00** to the credit union plus interest on the unpaid balance at **6.500%** per year until what you owe has been repaid.

Collection Costs: You agree to pay all costs of collecting the amount you owe under this agreement including court costs and reasonable attorney fees.

If you make a payment by check or ACH that is returned for any reason, we will add a returned check fee or returned ACH fee to your loan.

SECURITY OFFERED:	MODEL	YEAR	I.D. NUMBER	TYPE	VALUE
2000 NISSAN XTERRA V6 SE 4WD 5N1ED28Y4YC561582					

OTHER (DESCRIBE)

PLEDGE OF SHARES

ACCOUNT NO(S).

KEY NO.

This Note is governed by the laws of Minnesota.

Please look at the box on page 1 to see if this is a fixed or variable rate loan.

The following paragraph applies only to variable rate loans:

PROMISE TO PAY - You promise to pay to the credit union, the amount you owe under this agreement at an interest rate which will vary as provided on page 1. You promise to pay interest, as provided on page 1, until what you owe has been repaid. The amount you owe under this agreement is the Amount Financed shown in the Truth in Lending Disclosure on page 1, plus any other amounts advanced by the credit union to you or on your behalf under this agreement.

The remaining paragraphs apply to both fixed and variable rate loans:

PAYMENTS - You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure on page 1 until what you owe has been repaid. You may make larger payments without penalty. If you do prepay part of what you owe, subsequent payments will remain due as scheduled. If you do not make payments as scheduled or if you elect credit insurance, your last payment may be larger than the amount of the other payments. You promise to make payments at the place chosen by the credit union.

LOANS BY MAIL - If this loan is being made by mail, interest on this loan begins when the loan proceeds are mailed. If this loan refinances an earlier loan, said loan will be cancelled and refinanced as of the date on page 1.

SECURITY INTEREST - Any property shown in the "Security Offered" section will be security for this loan. In addition, you agree this loan is also secured by all the shares and deposits in all your individual and joint accounts with the credit union now and in the future. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you give in your shares and deposits. All property, other than dwellings, that you have given to secure other loans with the credit union will also secure this loan.

DEFAULT - You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made in connection with this loan. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or update of credit information. You will be in default if anyone who has signed a security agreement in connection with this loan is in default. You will also be in default if something happens which the credit union believes may substantially reduce your ability to repay what you owe.

When you are in default, the credit union can demand immediate payment of the unpaid balance of this loan without giving you advance notice. If the credit union demands immediate payment of the unpaid balance, you will continue to pay interest at the same interest rate until what you owe has been repaid. If the credit union has demanded immediate payment of the unpaid balance, the credit union can apply the shares and deposits that you have given as security under this agreement towards what you owe. The credit union can also exercise any other rights the law gives the credit union when you are in default.

EACH PERSON RESPONSIBLE - Each person who signs this agreement will be individually and jointly responsible for paying the entire amount owed. That means the credit union can enforce its rights under this agreement against any one of you individually or against all of you together.

LATE CHARGE - If you are late in making a payment, you agree to pay the late charge shown in the Truth in Lending Disclosure on page 1. If no late charge is shown, you will not be charged one.

NO WAIVER - The credit union can delay enforcing any of its rights any number of times without losing its rights.

NOTICES - Notices will be mailed to you at the most recent address you have given the credit union in writing. Notice to any one of you will be notice to all.

**FOR TENNESSEE CREDIT UNIONS ONLY -
USE WHEN AUTOMOBILE IS PURCHASED**

NOTICE: If you do not purchase the insurance required on the automobile and the credit union purchases the insurance, the insurance purchased by the credit union will cover only the credit union's interest in the property. The insurance will not be liability insurance. You have read the above statement and acknowledge that the credit union has explained it to you.

SIGNATURE	DATE
X	
SIGNATURE	DATE
X	

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**FOR NORTH DAKOTA CREDIT UNIONS ONLY -
APPLIES ONLY WHEN A MOTOR VEHICLE IS PURCHASED**

NOTICE: THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

FOR CREDIT UNION USE ONLY: Credit Union Approval

X
AUTHORIZED CREDIT UNION SIGNATURE

Page 2 of 3

NoteAndDisclosureAutoSecured

NMN120 (LASER) 6849LL

Teacher Federal Credit Union

COLLINS, L SANDY

8/1/2002

SECURITY AGREEMENT

this agreement all references to "credit union" mean the credit union whose name appears on this note and anyone to whom the credit union assigns the loan. All references to "the loan" mean the loan described in the Truth in Lending Disclosure. All references to "you" mean each person who signs this agreement.

THE SECURITY FOR THE LOAN - By signing this security agreement in the signature area or by signing the statement referring to this agreement on the back of the check you receive for your loan, you give the credit union what is known as a security interest in the property described in the "Security Offered" section. The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the loan or any extensions, renewals or refinancing of the loan. It also includes any money you receive from selling the property or from insurance you have on a property. If the value of the property declines, you promise to give the credit union more property as security if asked to do so.

WHAT THE SECURITY INTEREST COVERS - The security interest secures the loan described in the Truth in Lending Disclosure and any extensions, renewals or refinancings of that loan. It also secures any other loans you have with the credit union now or in the future including any credit card loans and any other amounts you owe the credit union for any reason now or in the future, except any loan secured by your principal residence. If the property description is marked with one star (*), or the property is household goods as defined by the Credit Practice Rule, the property will secure only this loan and not other amounts you owe.

OWNERSHIP OF THE PROPERTY - You promise that you own the property, or if this loan is to buy the property, you promise you will use the loan for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told the credit union about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until your loan with the credit union is repaid. You promise you will allow no security interest or lien to attach to the property either by your actions or by operation of law.

PROTECTING THE SECURITY INTEREST - If your state issues a title for the property, you promise to have the credit union's security interest shown on the title. The credit union may have to file what is called a financing statement to protect its security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You also promise to do whatever else the credit union thinks is necessary to protect its security interest in the property.

USE OF PROPERTY - Until the loan has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain written permission from the credit union before making major changes to the property. (3) Inform the credit union in writing before changing your address or the address where the property is kept. (4) Allow the credit union to inspect the property. (5) Promptly notify the credit union if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose.

PROPERTY INSURANCE, TAXES AND FEES - You promise to pay all taxes and fees (like registration fees) due on the property and to keep the property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to the credit union. You may provide the property insurance through a policy you already have, or through a policy you get and pay for.

You promise to make the insurance policy payable to the credit union and to deliver the policy or proof of coverage to the credit union if asked to do so.

If you cancel your insurance and get a refund, the credit union has a right to the refund. If the property is lost or damaged, the credit union can use the insurance settlement to repair the property or apply it towards what you owe. You authorize the credit union to indorse any draft or check which may be payable to you in order for the credit union to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the property when due or keep it insured, the credit union may pay these obligations, but is not required to do so. Any money the credit union spends for taxes, fees or insurance will be added to your loan balance and you will pay interest on those amounts at the same rate you agreed to pay on the loan. If the credit union adds amounts for taxes, fees, or insurance to your loan balance, your payments may be increased by the amount necessary for your loan to be paid off in the same number of months originally scheduled.

DEFAULT - You will be in default if you break any promise you make under this agreement. You will also be in default if you are in default under the loan. If you are pledging property, but have signed only as an "Owner of Collateral (other than a Borrower)", you will be in default if anyone is in default who has signed the **LOANLINER®** Note.

WHAT HAPPENS IF YOU ARE IN DEFAULT - When you are in default, the credit union can, without advance notice to you, require immediate payment of what you owe on the loan and take possession of the property. You agree the credit union has the right to take possession of the property without going to court and without giving you advance notice. If you are asked to do so by the credit union, you promise to deliver the property at a time and place the credit union chooses. The credit union will not be responsible for any of your other property, not covered by this agreement, that you leave inside the property. The credit union will try to return that property to you or make it available for you to claim.

After the credit union has possession of the property, it can sell it and apply the money received to any amounts you owe the credit union. The credit union will give you notice of any public sale or the date after which a private sale will be held. The expenses of the credit union for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under Section 506(b) of the Bankruptcy Code. The rest of the sale money will be applied to what you owe on the loan.

If you have agreed to pay the loan, you will also have to pay any amount that remains unpaid after the sale money has been applied to what you owe on the loan and under this agreement. You agree to pay interest on that amount at the same rate as the loan until that amount has been paid.

DELAY IN ENFORCING RIGHTS AND CHANGES IN THE AGREEMENT - The credit union can delay enforcing any of its rights under this agreement any number of times without losing the ability to exercise its rights later. The credit union can enforce this agreement against your heirs or legal representatives. If the credit union changes the terms of the loan, you agree that this agreement will continue to protect the credit union.

CONTINUED EFFECTIVENESS - If the law makes any term(s) of this plan unenforceable, the other terms will remain in effect.

**THE PROPERTY DESCRIPTION IN THE "SECURITY OFFERED" SECTION IS PART OF THIS AGREEMENT.
NOTICE: SIGN THIS AGREEMENT ON PAGE 1.**

Teacher Federal
Credit
Union

6800 Olson Memorial Hwy.
Minneapolis, MN 55427-4999

LOANLINER

CREDIT INSURANCE

You can protect your financial future by signing up for **voluntary** credit insurance below. Enroll by simply indicating your reference in the "Credit Insurance Application" section below. Your credit union will be happy to explain the various insurance options and coverage. The cost is reasonable.

CUNA MUTUAL GROUP
CUNA Mutual Insurance Society

P.O. Box 391 • 5910 Mineral Point Road
Madison, WI 53701-0391
Phone: 800/937-2644

CREDIT INSURANCE APPLICATION AND SCHEDULE

"You" or "Your" means the member and the joint insured (if applicable). A co-signor is not eligible for joint coverage.

Credit insurance is **voluntary and not required in order to obtain this loan**. You may select any insurer of your choice. You can get this insurance only if you check "yes" below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.

- You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the date of any advance. If you are not, that particular advance will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	PREMIUM SCHEDULE	COVERED MEMBER
Single Credit Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Joint Credit Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Single Credit Life	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Joint Credit Life	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

If you are totally disabled for more than 14 days, then the disability benefit will begin with the 15th day of disability.

MEMBER'S NAME AND ADDRESS SANDY L COLLINS 3 CHICKADEE LN NORTH OAKS, MN 55127		INSURANCE MAXIMUMS		DISABILITY	LIFE
MEMBER'S ACCOUNT NUMBER 80581 - L5		RATE OF INTEREST 6.500%		MAX. MONTHLY TOTAL DISABILITY BENEFIT \$ 850.00	N/A
GROUP POLICY NUMBER 022-0256-3		DATE OF ISSUE OF THE CERTIFICATE 8/1/2002		MAX. INSURABLE BALANCE PER LOAN ACCT. \$ 50,000.00	\$ 50,000.00
DATE 7/26/2002		MEMBER'S DATE OF BIRTH 5/14/1954		MAXIMUM AGE FOR INSURANCE 66	70
SIGNATURE OF MEMBER <i>Sandy Collins</i>		SECONDARY BENEFICIARY (if you desire to name one) JON A COLLINS			
		DATE 7/26/2002		JOINT INSURED'S DATE OF BIRTH 7/18/1950	
		SIGNATURE OF JOINT INSURED (CO-BORROWER) <i>[Signature]</i>			
APP.835-1196MN					

72 NISSAN

Trade-In	Body Type	Model No.	Loan	Retail
450	Deduct W/Out Air Cond	.....	450	450
12875	Crew Cab SE (4WD)	ED27Y	10700	14375
12880	Crew Cab SE (4WD)	ED27Y	11525	15350
FRONTIER OPTIONS				
100	Add Alloy Wheels	.....	100	125
325	Add Automatic Trans.	.....	325	375
50	Add CD (Std. SE)	.....	50	75
100	Add Cruise*	.....	100	125
50	Add Power Locks*	.....	50	75
100	Add Power Sunroof	.....	100	125
125	Add Pwr Seat (Std. GLE)	.....	125	150
275	Add Rear Air Cond.	.....	275	325
75	Add Theft Recovery System	.....	75	100
50	Add Tht (Std. SE)	.....	50	75
400	Deduct W/Out Air Cond	.....	400	400
*Std. Crew Cab SE				
2000 QUEST-V6				
12350	Van GLE	N15	11125	14875
13200	Van SE	N16	11900	15775
14025	Van GLE	N17	12625	16650
100	Add CD (Std. SE GLE)	.....	100	125
350	Add Leather (Std. GLE)	.....	350	400
500	Add Power Sunroof	.....	500	575
150	Add Pwr Seat (Std. GLE)	.....	150	175
275	Add Rear Air Cond.	.....	275	325
75	Add Theft Recovery System	.....	75	100
2000 XTERRA-V6				
11000	XE (4 Cyl, 5 Spd.)	DO28T	9900	13325
12875	Utility 4D SE	ED28T	11600	15425
13450	Utility 4D SE	ED28T	12125	16050
14475	Utility 4D SE (4WD)	ED28Y	13050	17125
15050	Utility 4D SE (4WD)	ED28Y	13550	17750
75	Add Theft Recovery System	.....	75	100
475	Deduct W/Out AT*	.....	475	475
150	Deduct W/Out Cruise*	.....	150	150
100	Deduct W/Out Pwr Locks*	.....	100	100
150	Deduct W/Out Pwr Wind*	.....	150	150
100	Deduct W/Out Tht	.....	100	100
*Ex 4 Cyl				
NISSAN				
2000 PATHFINDER-V6-4WD				
12225	Utility 4D SE (2WD)	R07S	11025	14725
12900	Utility 4D SE (2WD)	R07S	11625	15450
14075	Utility 4D SE (2WD)	R07S	12675	16700
13725	Utility 4D SE	R07Y	12375	16325
14400	Utility 4D SE	R07Y	12975	17050
15575	Utility 4D LE	R07Y	14025	18300
300	Add Leather Seats	.....	300	350
125	Add Power Seat	.....	125	150
450	Add Pwr Sunroof	.....	450	500
50	Add Theft Recovery System	.....	50	75
425	Deduct W/Out AT*	.....	425	425
125	Deduct W/Out Cruise	.....	125	125
75	Deduct W/Out Pwr Locks	.....	75	75
125	Deduct W/Out Pwr Wind	.....	125	125
2000 FRONTIER-V6-5 Spd.				
5225	XE (4 Cyl)	DO21S	4725	7000
7125	King Cab SE (4Cyl)	DO26S	6425	9125
7825	King Cab SE	ED26T	7050	9875
8500	King Cab SE	ED26T	7650	10625
9575	King Cab SE (4WD)	DO26Y	8625	11775
10275	King Cab SE (4WD)	ED26Y	9250	12525
10950	King Cab SE (4WD)	ED26Y	9875	13250
2000 FRONTIER CRV-V6-5 Spd MC: I				
9425	Crew Cab SE	ED27T	8500	11625
10350	Crew Cab SE	ED27T	9325	12625

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
MIDWEST EDITION - NOVEMBER 2003

D

NISSAN 73

Trade-In	Body Type	Model No.	Loan	Retail
5700	King Cab SE	D6S	5150	7525
6300	King Cab SE	D6S	5675	8200
6050	King Cab SE (4WD)	D21Y	5450	7925
7650	King Cab SE (4WD)	D28Y	6900	9675
8250	King Cab SE (4WD)	D28Y	7425	10350
225	Add Automatic Trans.	.....	225	250
50	Add Cruise (Std. SE)	.....	50	75
50	Add Pwr Wind (Std. SE)	.....	50	75
300	Deduct W/Out Air Cond	.....	300	300
1998 QUEST-V6				
5350	Van SE	N11	4825	7125
6500	Van GLE	N11	5850	8425
7300	Van GLE	N11	6575	9300
50	Add AA Wheels (XE)	.....	50	75
200	Add Leather (Std. GLE)	.....	200	225
350	Add Pwr Sunroof	.....	350	400
200	Add Rear Air Cond	.....	200	225
1997 PATHFINDER-V6-4WD				
5750	Utility 4D SE (2WD)	R05S	5175	7575
6925	Utility 4D SE (2WD)	R05S	6250	8875
6850	Utility 4D SE	R05Y	6175	8800
7425	Utility 4D SE	R05Y	6700	9450
8025	Utility 4D LE	R05Y	7225	10100
150	Add Leather (Std. LE)	.....	150	175
50	Add Power Seat	.....	50	75
300	Add Power Sunroof	.....	300	350
350	Deduct W/Out Air Cond	.....	350	350
250	Deduct W/Out AT	.....	250	250
50	Deduct W/Out Cruise	.....	50	50
50	Deduct W/Out Pwr Wind	.....	50	50
1997 QUEST-V6				
4750	Van SE	N11	4275	6475
5600	Van GLE	N11	5050	7400
150	Add Leather Seats	.....	150	175
300	Add Power Sunroof	.....	300	350
175	Add Rear Air Cond	.....	175	200
50	Deduct W/Out Cruise	.....	50	50
50	Deduct W/Out Pwr Wind	.....	50	50
1997 PICKUPS-4 Cyl.-5 Spd.				
3050	Base	D11S	2750	4575
3575	King Cab SE	D11S	3225	5150
5075	King Cab SE	D16S	4575	7325
5525	King Cab SE	D11Y	4800	7100
5325	King Cab SE (4WD)	D16Y	6150	8775
6825	King Cab SE (4WD)	D16Y	6550	9275
7275	King Cab SE (4WD)	D16Y	6550	9275
175	Add Automatic Trans	.....	175	200
250	Deduct W/Out Air Cond	.....	250	250
NISSAN				
1998 FRONTIER-V6-4WD				
7125	Utility 4D SE (2WD)	R05S	6425	9125
8450	Utility 4D LE (2WD)	R05S	7625	10575
8325	Utility 4D SE	R05Y	7500	10425
8925	Utility 4D SE	R05Y	8050	11075
9650	Utility 4D LE	R05Y	8700	11875
50	Add Bose Stereo (Std. LE)	.....	50	75
200	Add Leather (Std. LE)	.....	200	225
75	Add Power Seat	.....	75	100
350	Add Power Sunroof	.....	350	400
325	Deduct W/Out AT	.....	325	325
75	Deduct W/Out Cruise	.....	75	75
75	Deduct W/Out Pwr Wind	.....	75	75
1998 FRONTIER-4 Cyl.-5 Spd.				
3425	Base	D21S	3100	5000
4100	XE	D21S	3700	5750
1996 PATHFINDER-V6-4WD				
5000	Utility 4D SE (2WD)	R05S	4500	6750

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
MIDWEST EDITION - NOVEMBER 2003

D

EXHIBIT C

get case status

logout

Chapter 13 Trustee Online Case Status System

Jasmine Z. Keller, Standing Chapter 13 Trustee

Status of Claims as of 8/24/2004

Case # 03-37579 DDO

JONATHAN A COLLINS
SANDRA L COLLINS

Exhibit "D"

51 Remaining of 60 Mos.

Current Debtor Pmt: \$1,200.00 /
Monthly

3 CHICKADEE LANE
NORTH OAKS, MN 55127-6301
Atty: Marjorie J. Holsten

Summary

Filed: 11/6/2003

Confirmed: 5/13/2004

Base Amount: \$129,200.00

Debtor Refunds:\$0.00

First Mtg: 12/10/2003 11:31:00
AM

Plan Filed: 11/6/2003

Total Paid In: \$4,000.00 Delinq Amount:\$1,200.00

Balance on Hand: \$39.52

Payment Schedule

Debtor					
Start Date	Start	Thru	Payment	Total Pmts	Type
12/6/2003	1	4	\$100.00	\$400.00	
4/6/2004	5	12	\$1,200.00	\$9,600.00	
12/6/2004	13	35	\$1,500.00	\$34,500.00	
11/6/2006	36	36	\$11,500.00	\$11,500.00	
12/6/2006	37	47	\$1,800.00	\$19,800.00	
11/6/2007	48	48	\$16,800.00	\$16,800.00	
12/6/2007	49	59	\$1,800.00	\$19,800.00	
11/6/2008	60	60	\$16,800.00	\$16,800.00	

Payment History

7/9/2004 \$1,200.00 5/27/2004 \$1,200.00 5/3/2004 \$1,200.00 3/15/2004 \$100.00 2/12/2004 \$100.00
1/15/2004 \$100.00 12/9/2003 \$100.00

Show Details

Claims

Creditor Name	Clm Num	Last Pymt	Cls	Int Rate	Fixed Pymt	Disb Code	Debt	Principal Paid	Claimed	Tot Int Pd	Balance
Marjorie J. Holsten	000-0	8/23/2004	L	0.00%	\$0.00	20	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	\$0.00
NORDSTROM	001-0		U	0.00%	\$0.00	50	\$1,008.44	\$0.00	\$1,008.44	\$0.00	\$1,008.44
MN HIGHER EDUC SVCS	002-0		U	0.00%	\$0.00	50	\$4,463.44	\$0.00	\$4,463.44	\$0.00	\$4,463.44
MN HIGHER EDUC SVCS	003-0		U	0.00%	\$0.00	50	\$2,997.64	\$0.00	\$2,997.64	\$0.00	\$2,997.64
MHESO	004-0		U	0.00%	\$0.00	50	\$5,990.16	\$0.00	\$5,990.16	\$0.00	\$5,990.16
MN HIGHER EDUC SVCS	005-0		U	0.00%	\$0.00	50	\$4,481.33	\$0.00	\$4,481.33	\$0.00	\$4,481.33
TopLine Federal Cr Un fka Firstel FCU	006-0		U	0.00%	\$0.00	50	\$7,228.88	\$0.00	\$7,228.88	\$0.00	\$7,228.88
TopLine Federal Cr Un fka Firstel FCU	007-0		U	0.00%	\$0.00	50	\$578.62	\$0.00	\$578.62	\$0.00	\$578.62
RETAILERS NATL BANK-MARSHALL FIELDS	008-0		U	0.00%	\$0.00	50	\$20,390.40	\$0.00	\$20,390.40	\$0.00	\$20,390.40

<http://www.trustee13.com/inquiry/casedisplay.aspx>

8/24/2004

RETAILERS NATL BANK-MARSHALL FIELDS	009-0		U	0.00%	\$0.00	50	\$2,931.36	\$0.00	\$2,931.36	\$0.00	\$2,931.36
TOP LINE FEDERAL CREDIT UNION	010-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEBHELP	011-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNITED EDUCATIONS CU	013-0		U	0.00%	\$0.00	50	\$10,928.94	\$0.00	\$10,928.94	\$0.00	\$10,928.94
WELLS FARGO FIN	014-0	6/22/2004	S	0.00%	\$170.00	30	\$175.74	\$175.74	\$175.74	\$0.00	\$0.00
RETAILERS NATIONAL BANK - TARGET	015-0		U	0.00%	\$0.00	50	\$9,561.72	\$0.00	\$9,561.72	\$0.00	\$9,561.72
BANK OF AMERICA, N.A. (USA)	016-0		U	0.00%	\$0.00	50	\$2,135.50	\$0.00	\$2,135.50	\$0.00	\$2,135.50
Ecast Settlement Corporation	017-0		U	0.00%	\$0.00	50	\$1,271.84	\$0.00	\$1,271.84	\$0.00	\$1,271.84
Ecast Settlement Corporation	018-0		U	0.00%	\$0.00	50	\$220.01	\$0.00	\$220.01	\$0.00	\$220.01
Ecast Settlement Corporation	019-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Minnesota Department of Revenue	020-0		P	0.00%	\$0.00	41	\$3,578.57	\$0.00	\$3,578.57	\$0.00	\$3,578.57
TENNESSEE STUDENT AID CORP	021-0		U	0.00%	\$0.00	50	\$15,665.24	\$0.00	\$15,665.24	\$0.00	\$15,665.24
UNITED EDUCATORS CU	023-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ECMC	024-0		U	0.00%	\$0.00	50	\$2,935.24	\$0.00	\$2,935.24	\$0.00	\$2,935.24
Ecast Settlement Corporation	025-0		U	0.00%	\$0.00	50	\$16,402.55	\$0.00	\$16,402.55	\$0.00	\$16,402.55
Washington Mutual Bank	150-0	8/23/2004	S	0.00%	\$482.08	30	\$19,977.54	\$1,260.72	\$19,977.54	\$0.00	\$18,716.82
GROVE INVESTMENTS	200-0		S	0.00%	\$0.00	32	\$0.00	\$0.00	\$0.00	\$0.00	Direct
Ramsey County Property Tax	201-0		S	0.00%	\$0.00	41	\$0.00	\$0.00	\$5,933.38	\$0.00	Objection
Ramsey County Property Tax	201-1		P	0.00%	\$0.00	44	\$0.00	\$0.00	\$6,750.00	\$0.00	Objection
Teacher Federal Credit Union	250-0	8/23/2004	S	0.00%	\$650.00	30	\$17,000.00	\$1,049.85	\$17,000.00	\$0.00	\$15,950.15
Teacher Federal Credit Union	250-1		U	0.00%	\$0.00	50	\$946.23	\$0.00	\$946.23	\$0.00	\$946.23
Total Unsecured Debt	300-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jasmine Z Keller	TRS-0	8/23/2004	T	0.00%	\$0.00	00	\$7,736.17	\$224.17	\$0.00	\$0.00	\$7,512.00

Disbursement Details

CIm	Date	Check#	Principal	Int Pd	Total Paid
000-0	Marjorie J. Holsten				
000-0	8/23/2004	4297840	\$683.96	\$0.00	\$683.96
000-0	6/22/2004	4293178	\$566.04	\$0.00	\$566.04
		Total	\$1,250.00	\$0.00	\$1,250.00
CIm	Date	Check#	Principal	Int Pd	Total Paid
014-0	WELLS FARGO FIN				
014-0	6/22/2004	4293810	\$175.74	\$0.00	\$175.74
		Total	\$175.74	\$0.00	\$175.74
CIm	Date	Check#	Principal	Int Pd	Total Paid
150-0	Washington Mutual Bank				
150-0	8/23/2004	4298415	\$190.83	\$0.00	\$190.83
150-0	6/22/2004	4293758	\$1,069.89	\$0.00	\$1,069.89
		Total	\$1,260.72	\$0.00	\$1,260.72
CIm	Date	Check#	Principal	Int Pd	Total Paid
250-0	Teacher Federal Credit Union				
250-0	8/23/2004	4298280	\$257.29	\$0.00	\$257.29
250-0	6/22/2004	4293620	\$792.56	\$0.00	\$792.56
		Total	\$1,049.85	\$0.00	\$1,049.85

04-00476-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Jonathan A Collins
and Sandra L Collins,

Debtors,

Case No. 03-37579

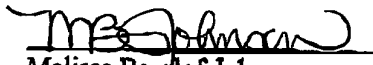
Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Melissa Barglof-Johnson, the Designated Agent for Teacher Federal Credit Union, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 80581-L5.
2. The Debtor owes the Creditor \$ 16,065.00, payoff amount as of today's date. The contract monthly loan payment is \$392.65. As of today, the debt is contractually in arrears. Creditor was to receive payments on its secured claim through the Trustee distributions. Debtor is in arrears on the plan payments to be made to the Trustee.
3. The debt owed to the Creditor is secured by a perfected lien on a 2000 NISSAN XTERRA 4D 4WD SE. At the time of filing, the NADA published retail value of the collateral was \$15,000.00.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: 8/24/04


Melissa Barglof-Johnson
Teacher Federal Credit Union
PO Box 1260
Minneapolis, MN 55440-1260

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Jonathan A Collins
and Sandra L Collins,

Debtors,

Case No. 03-37579

Chapter 13 Case

MEMORANDUM OF FACT AND LAW

Teacher Federal Credit Union ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Debtor's possession or control.

The total net balance due on the Contract is \$16,065.00 as of August 24, 2004. At the time of filing, the collateral had an NADA retail value of \$15,000.00. NADA pages showing the collateral value are attached as Exhibit "C".

Debtors' Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan requires regular payments to the Chapter 13 Trustee for distribution through the Plan. Such payments are presently delinquent. The debt owed to Movant was to be paid through the payments made to the Chapter 13 Trustee. A printout showing the payments made to date to the Trustee and the delinquency is attached hereto as Exhibit "D".

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since November 5, 2003.
- Failure to make payments due post petition under the Contract.
- Failure to make monthly Plan payments to the Chapter 13 Trustee as required by the Plan. See Exhibit D.

Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay. See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: August 26, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Jonathan A Collins
and Sandra L Collins,
Debtors,

Case No. 03-37579

Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on August 26, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Jonathan A Collins
3 Chickadee Lane
Saint Paul, MN 55127-6301

Sandra L Collins
3 Chickadee Lane
Saint Paul, MN 55127-6301

Marjorie J Holsten
9601 Annapolis Lane North
Maple Grove, MN 55369

Jasmine Z. Keller
Chapter 13 Trustee
12 S. 6th St #310
Minneapolis, MN 55402

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Executed on: August 26, 2004

Signed: /e/Linda Jeanne Jungers
Linda Jeanne Jungers
STEWART, ZLIMEN & JUNGERS
430 Oak Grove Street, #200
Minneapolis, MN 55403

04-00476-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Jonathan A Collins
and Sandra L Collins,
Debtors,

Case No. 03-37579

Chapter 13 Case

ORDER FOR RELIEF FROM THE STAY

Teacher Federal Credit Union's Motion for an order granting relief from the stay came before the Court on September 22, 2004 at 9:30 AM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Teacher Federal Credit Union to repossess and sell the
2000 NISSAN XTERRA 4D 4WD SE, VIN 5N1ED28Y4YC561582
in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge